

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK DIVISION

CSAV AGENCY NORTH AMERICA, :
LLC :

Plaintiff, :

vs. :

PORTS AMERICA BALTIMORE, INC. :
a/k/a SEAGIRT MARINE TERMINAL; :
j/s/a :

Defendant(s). :

X

**CIVIL COMPLAINT
CONTRACT**

Plaintiff, CSAV Agency North America, LLC, by its attorney, Bryan D. Press, Esq., as and for its Complaint against defendant(s), Ports America Baltimore, Inc. a/k/a Seagirt Marine Terminal; j/s/a, in personam, in a cause of action civil and maritime, alleges upon information and belief:

JURISDICTIONAL ALLEGATIONS

1. The jurisdiction of this Court is founded on the admiralty or maritime character of the claim as more fully appears herein. This is an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

2. This is also a claim arising out of a civil case of admiralty and maritime jurisdiction pursuant to 28 U.S.C. §§1333 and/or the Interstate Commerce clause of the United States Constitution.

VENUE

This Court has venue over this matter because both plaintiff and defendant(s) reside and/or do business within the United States of America, and/or, the contract between the parties is

governed by the laws of the United States of America.

PARTIES

1. At all times hereinafter mentioned, plaintiff, CSAV Agency North America, LLC, was and still is a corporation duly organized and existing under the laws of the State of New Jersey with offices and a principal place of business at 99 Wood Avenue South, Suite 900, Iselin, New Jersey.

2. Upon information and belief and at all times hereinafter mentioned, defendant, Ports America Baltimore, Inc., is the owner and/or operator of Seagirt Marine Terminal, and, was and is a corporation entitled to do business in the State of Maryland, with a principal place of business at 200 Broening Highway, Baltimore, Maryland.

FIRST COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation contained in the preceding paragraphs, as if fully set forth herein verbatim.

2. Certain goods belonging to defendant(s) and/or defendant(s)' customer(s) were delivered to plaintiff who arranged and assumed common carrier responsibility to dray, load, pack and transport defendant(s)' goods to the port(s) of destination designated by defendant(s) pursuant to the contract(s) of carriage entered between plaintiff and defendant(s).

3. Upon information and belief, defendant(s) and/or defendant(s)' customer(s) acted at all times relevant as the shipper to plaintiff's bill(s) of lading, and as such, agreed to pay all freight, drayage, loading, accessorial, and other charges incident to the transportation of defendant(s)' goods to their ultimate destination(s).

4. Upon information and belief, plaintiff's bill(s) of lading served as defendant(s)'

document(s) of title, receipt(s) of the goods transported by plaintiff, and contract(s) of carriage between plaintiff and defendant(s).

5. Upon information and belief, defendant(s)' goods were transported to defendant(s) at the port(s) of destination and defendant(s) received its goods.

6. Defendant(s) and/or defendant(s)' customer(s), as part of the chain of international transportation, took possession of the goods at the port(s) of destination, and took possession of plaintiff's equipment pursuant to the agreement between the parties.

7. Defendant(s) had a duty to make payment to plaintiff for accessorial charges, and defendant(s) herein was bound to make payment of all accessorial charges due to plaintiff, whether same were collected from defendant(s)' customer(s).

8. Defendants had a duty to make all payments to plaintiff for all appurtenant charges such as demurrage, and /or damage to the property of Plaintiff.

9. Plaintiff has duly performed all duties and obligations required to be performed by plaintiff, including demand for payment.

10. Defendant(s) has failed and refused and continues to fail and refuse to remit payment of \$22,053.61 due and owing to plaintiff, although duly demanded.

SECOND COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. There is due from the defendant(s) the sum of \$22,053.61, on a certain book account, a true copy of which is annexed hereto as Exhibit "A".

3. Payment of the aforesaid sum has been demanded and refused.

THIRD COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. Plaintiff sues the defendant(s) for goods sold and delivered and/or services rendered and/or re-payment of balances remitted by the plaintiff to and/or for the benefit of defendant(s), or for other accessorial charge(s), including, but not limited to, damage to equipment, upon the promise by the defendant(s) to pay the agreed amount as set forth in Exhibit "A" annexed hereto.

3. Payment has been demanded and refused.

FOURTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. The plaintiff sues the defendant(s) for the reasonable value of goods sold and delivered and/or services rendered by the plaintiff to the defendant(s), and/or re-payment of balances remitted by the plaintiff to and/or for the benefit of defendant(s), or for other accessorial charge(s), including, but not limited to, damage to equipment, upon the promise of the defendant(s) to pay a reasonable price for same, as set forth in Exhibit "A" annexed hereto.

3. Payment of the aforesaid sum has been demanded and refused.

FIFTH COUNT

1. Plaintiff repeats and realleges each and every material fact and allegation set forth in the preceding paragraphs, as if fully set forth herein verbatim.

2. The defendant(s), being indebted to the plaintiff in the sum of \$22,053.61, upon account stated between them, did promise to pay the plaintiff said sum upon demand.

3. Payment has been demanded and has not been made.

DAMAGES

By reason of the foregoing, plaintiff has sustained damages in the amount of \$22,053.61 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays for:

- A. Judgment in favor of the plaintiff in the amount of plaintiff's damages of \$22,053.61, together with interest thereon, as well as costs, disbursements and a reasonable attorney's fees;
- B. Judgment in favor of the plaintiff for punitive damages for breach of contract;
- C. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendant(s) citing it to appear and answer all the singular matters aforesaid;
- D. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

LAW OFFICES OF BRYAN D. PRESS

BY: /s/ BRYAN D. PRESS, ESQ.

BRYAN D. PRESS - BP0286
Attorney for Plaintiff
24-06 Broadway, Suite 4
Fair Lawn, NJ 07410
(201) 703-5001

Dated: November 2, 2010

EXHIBIT “A”

Aug 13, 2009

SEAGIRT MARINE TERMINAL
ATTN:410-288-8602 SECTY
2600 BROENING HWY

BALTIMORE, MD 21224

OUR FILE #: 220365-450-LD

Creditor	Account #	Regarding	Amt Owed ServDate
CSAV C/O ATG	PCA0091951	DETENTION	3702.79 07/23/07
CSAV C/O ATG	PCA0075078	DETENTION	387.64 07/11/06
CSAV C/O ATG	PCA0075080	DETENTION	363.43 07/11/06
CSAV C/O ATG	PCA0075081	DETENTION	363.43 07/11/06
CSAV C/O ATG	PCA0075083	DETENTION	200.26 07/11/06
CSAV C/O ATG	L8A0024127	DETENTION	403.84 07/10/06
CSAV C/O ATG	YFA0024295	DETENTION	393.64 07/10/06
CSAV C/O ATG	PCA0074956	DETENTION	147.88 07/07/06
CSAV C/O ATG	L8A0024043	DETENTION	280.88 06/29/06
CSAV C/O ATG	PCA0074497	DETENTION	69.83 06/29/06
CSAV C/O ATG	PCA0074501	DETENTION	287.89 06/29/06
CSAV C/O ATG	PCA0074502	DETENTION	287.89 06/29/06
CSAV C/O ATG	PCA0074505	DETENTION	444.05 06/29/06
CSAV C/O ATG	PCA0074506	DETENTION	440.05 06/29/06
CSAV C/O ATG	L8A0024014	DETENTION	227.46 06/26/06
CSAV C/O ATG	PCA0074265	DETENTION	241.06 06/26/06
CSAV C/O ATG	PCA0074267	DETENTION	110.59 06/26/06
CSAV C/O ATG	YFA0023984	DETENTION	143.78 06/26/06
CSAV C/O ATG	PCA0073605	DETENTION	682.79 06/16/06
CSAV C/O ATG	PCA0072849	DETENTION	272.83 06/07/06
CSAV C/O ATG	PCA0072563	DETENTION	338.25 06/02/06
CSAV C/O ATG	PCA0072258	DETENTION	385.43 05/26/06
CSAV C/O ATG	PCA0072260	DETENTION	278.88 05/26/06
CSAV C/O ATG	PCA0072019	DETENTION	234.42 05/23/06
CSAV C/O ATG	PCA0071638	DETENTION	160.49 05/19/06
CSAV C/O ATG	PCA0071641	DETENTION	278.83 05/19/06
CSAV C/O ATG	PCA0071662	DETENTION	246.62 05/19/06
CSAV C/O ATG	L8A0023707	DETENTION	250.62 05/18/06
CSAV C/O ATG	L8A0023708	DETENTION	250.62 05/18/06
CSAV C/O ATG	PCA0071593	DETENTION	307.03 05/18/06
CSAV C/O ATG	L8A0023703	DETENTION	763.71 05/17/06
CSAV C/O ATG	PCA0071300	DETENTION	1113.95 05/12/06
CSAV C/O ATG	YFA0022897	DETENTION	1845.44 05/11/06
CSAV C/O ATG	PCA0066557	DETENTION	336.36 02/15/06

CSAV C/O ATG	PCA0060940	DETENTION	772.00	11/02/05
CSAV C/O ATG	PCA0061284	DETENTION	789.72	11/16/05
CSAV C/O ATG	YFA0016888	DETENTION	2624.01	08/30/05
CSAV C/O ATG	PCA0055410	DETENTION	1481.58	07/18/05
CSAV C/O ATG	L8A0020752	DETENTION	585.64	07/12/05

22053.61